

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

Gorski & Knowlton PC
By: Allen I. Gorski, Esquire
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Hamilton, New Jersey 08610
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Attorneys for Debtor(s)

In Re:

First Pentecostal Prayer of Faith Church, Inc.

Debtor(s)

Chapter 11

Case No.: 16-30354-MBK

Judge: Michael B. Kaplan

NOTICE OF MOTION TO SELL PROPERTY

TO: Attached Service List

PLEASE TAKE NOTICE that Allen I. Gorski, Esquire, Gorski & Knowlton, attorneys for the Debtor, First Pentecostal Prayer of Faith Church, Inc., shall move before the Honorable Michael B. Kaplan, U.S.B.J., United States Bankruptcy Court, 402 East State Street, Courtroom 8, Trenton, New Jersey 08608, on February 6, 2017, at 10:00 a.m., or as soon thereafter as counsel may be heard, for an Order Authorizing the Debtor to sell the real property commonly known as 638 Brunswick Pike, Lambertville, NJ and 3632-3642 Nottingham Way, Hamilton, New Jersey to FPPFC Acquisition, LLC/Rago Arts & Auction Center free and clear of any claims, liens or encumbrances.

In support of this motion, the Debtor will rely upon the attached certification of Reverend Arthur Naylor and arguments of counsel in support motion.

Gorski & Knowlton PC
Attorneys for Debtor

/s/ Allen I. Gorski

Dated: 1/24/17

BY: _____
ALLEN I. GORSKI, ESQUIRE

SERVICE LIST

First Pentecostal Prayer of Faith Church, Inc.
Case No.: 16-30354

RE: Application and Order Shortening Time on
Motion to Sell Property

Bank of America
Attn: President, Officer or Managing Agent
PO Box 982238
El Paso, TX 79998

Elite Air, Inc.
127 US Highway 206
Suite 8
Trenton, NJ 08610

Empire Bank as assignee of
Assemblies of God Financial Services Group
1800 South Glenn Stone
Springfield, MO 65806

First Choice Bank
c/o Amar A. Agrawal, Esquire
Eisenberg Gold Cettei & Agrawal
1040 N Kings Highway; Suite 200
Cherry Hill, NJ 08034

First Choice Bank
Attn: President, Officer or Managing Agent
2344 Route 33
Trenton, NJ 08691

First Energy Corp
P.O. Box 3687
Akron, OH 44309-3687

Hamilton Township Tax Collector
2090 Greenwood Avenue
CN 00150
Trenton, NJ 08650-0150

Joseph L. Mooney, III, P.C.
315 Market Street
Mill Hill
Trenton, NJ 08611

Susquehanna Commercial Finance
Attn: President, Officer or Managing Agent
2 Country View Road
Suite 300
Malvern, PA 19355

West Amwell Tax Collector
150 Rocktown-Lambertville Road
Lambertville, NJ 08530-3203

Office of US Trustee
One Newark Center
1085 Raymond Boulevard
Suite 2100
Newark, NJ 07102

Rich Mongelli, Esquire
Mongelli Law Group
441 Main Street
Metuchen, NJ 08840
Atty for Buyers, FPPFC Acquisition LLC/Rago Arts & Auction Center

Courtesy copy (regular mail) to:

Foundation Title, LLC
Commercial Division
214 Highway 18, 3rd floor
East Windsor, NJ 08816
Re: 501-10137

Exhibit A

AGREEMENT made this day of November, 2016, by and between THE
FIRST PENTECOSTAL PRAYER FAITH CHUCRH, INC., with an address at 638
Brunswick Pike, Lambertville, NJ 08530 (“Seller”), and FPPFC ACQUISITION, LLC,
with an address at 441 Main Street, Metuchen, NJ 08840 (“Purchaser”).

WITNESSETH

FOR AND IN CONSIDERATION of the mutual covenants hereinafter
contained :

1. **AGREEMENT TO SELL AND PURCHASE.** Seller hereby agrees to
sell, and Purchaser hereby agrees to purchase, subject to the conditions hereinafter set
forth (a) all that certain plot, piece or parcel of land, with the improvements thereon,
located in the Township of West Amwell, County of Hunterdon and State of New Jersey,
commonly known as 638 Brunswick Pike, Lambertville, NJ 08530, being more
particularly described on Exhibit “A” annexed hereto and made a part of hereof, and
being shown on the tax map of the Township of West Amwell as Block 16, Lot 17.02,
and (b) all that certain plot, piece or parcel of land, with the improvements thereon,
located in Hamilton Township, County of Mercer and State of New Jersey, commonly
known as 3632 Nottingham Way, Hamilton, NJ, being more particularly described on
Exhibit “A” annexed hereto and made a part of hereof, and being shown on the tax map
of the as Block ____, Lot _____, including all of the right, title and interest, if any, of
Seller in and to any land lying in the bed of any street, or roads open or proposed in front
of, adjacent to, or adjoining the Premises, to the center lines thereof, and any future
award, if any, for damages to said Premises by reason of change of grade of any street and
all rights of way appurtenant thereto; and Seller shall execute and deliver to Purchaser, at

the Closing (as hereinafter defined) or thereafter, on demand, all proper instruments for the conveyance of such title and for the assignment and collection of such award (the "Premises").

2. PURCHASE PRICE.

The purchase price to be paid by Purchaser to Seller for the Premises is One Million Seven Hundred Twenty Five Thousand (\$1,725,000.00) Dollars (the "Purchase Price") payable in the following manner:

(i) The Deposit (as defined in Paragraph 3).

(ii) At the Closing, the sum of One Million Six Hundred and Twenty Five Thousand (\$1,625,000.00) Dollars, more or less the adjustments, prorations and additional payments, if any, described in Paragraphs 7 and 9 hereof, by certified, cashier's, bank or attorney trust fund check, or by wire transfer.

3. DEPOSIT.

(a) Contemporaneous with the execution of this Agreement, Purchaser shall deliver to RICHARD MONGELLI, ESQ. ("Escrow Agent") a deposit in the sum of ONE HUNDRED THOUSAND (\$100,000.00) Dollars (the "Deposit"). The Deposit shall be held by Escrow Agent in his attorney trust account pursuant to the terms of this Agreement.

(b) At the Closing, the Deposit shall be paid to Seller and shall be credited toward the Purchase Price required to be paid by Purchaser at Closing.

4. TITLE.

(a) Seller shall convey and Purchaser shall accept Marketable Title (as hereinafter defined) to the Premises. Marketable Title shall mean that fee simple title to

the Premises is vested in Seller and that Seller's conveyance of its title shall be insurable by Purchaser's title insurance company ("Title Company") at regular rates, without any exceptions other than standard utility easements.

(b) Within fifteen (15) days from the date hereof, Purchaser shall order a title insurance commitment and shall deliver same to Seller's attorney within five (5) days after Purchaser's receipt thereof. If the title insurance commitment discloses any exceptions, liens, encumbrances, defects or objections (collectively, "Title Defects"), then Seller shall have thirty (30) days within which to remedy same. If Seller remedies the Title Defects within such thirty (30) day period, Purchaser's objections shall be deemed satisfied and of no further effect. If Seller fails to remedy the Title Defects within said thirty (30) day period, for any reason, then Purchaser shall have the right, at its sole option, to either (i) accept such title as Seller is able to convey, subject to the Title Defects not remedied by Seller; or (ii) terminate this Agreement. If Purchaser terminates this Agreement due to Seller's failure to resolve any Title Defects, the sole remaining obligations hereunder shall be upon Escrow Agent to return the Deposit to Purchaser.

(c) If, at the Closing, there are liens or encumbrances against the Premises which are payable by payment of a sum certain, Seller shall use a portion of the Purchase Price to satisfy the same, and Seller shall simultaneously either (1) deliver to Purchaser instruments in recordable form sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments; or (2) deposit with the Title Company sufficient monies acceptable to the Title Company to insure obtaining and recording of such satisfactions and the issuance of title insurance to the Purchaser free of any such liens or encumbrances.

(d) If the title commitment discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller or partners, members or shareholders of Seller, Seller will on request deliver to Purchaser an affidavit showing that such judgments, bankruptcies or other returns are not against Seller, or order of the Bankruptcy Court resolving the judgments or liens.

5. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

(a) Seller hereby represents, warrants and covenants the following, all of which shall be true as of the date hereof and as of the Closing and shall survive the Closing for twelve months:

(i) Seller has no knowledge of, nor has Seller received any notices of, violations of any law, statute, rule, regulation, ordinance or order, including, without limitation, those enacted for the protection of the environment (“Environmental Laws”), issued by any governmental or quasi-governmental agency or department with respect to the Premises. Violations set forth in any such notices received prior to Closing shall be cured by Seller prior to the Closing.

(ii) There are no underground storage or septic tanks, or septic fields at the Premises, and to Seller’s best knowledge, there have never been any.

(iii) Seller has not installed any wells, storage tanks, barrels, sumps, impoundments or other containers or equipment (moveable or fixed) for the monitoring or containment of hazardous substances or hazardous wastes in any part of the Premises or any contiguous properties, and Seller is not aware of any prior installations or installations made by others.

(iv) The Premises are not subject to any employment agreements or service contracts which are in effect as of the date of execution and delivery of this Agreement, and from and after the date of execution and delivery of this Agreement Seller shall not enter into any employment agreements or service contracts.

(v) Seller has no knowledge and has received no notice of any application for any (i) zoning change or pending zoning ordinance amendment, (ii) condemnation proceedings, or (iii) municipal assessment, which would affect the Premises.

(vi) Seller owns good, marketable, fee simple title to the Premises, which is free of encumbrances of any kind.

(vii) Other than the pending bankruptcy and foreclosure proceedings, there are no actions, suits or proceedings pending or, to the best knowledge of Seller, threatened, against or affecting Seller or the Premises, at law or in equity, before any federal, state, municipal governmental or quasi-governmental department, commission, board, bureau, agency or instrumentality which, if determined adversely to Seller, would in any way affect the Premises.

(viii) Seller (or if Seller is not an individual, the person executing this Agreement on behalf of Seller) has the right, power and authority to enter into this Agreement and to fulfill its terms subject to the approval of the United States Bankruptcy Court for the District of New Jersey.

(ix) The execution, delivery and performance of this Agreement in accordance with its terms does not violate any contract, agreement, commitment, order,

judgment, decree, law, regulation or ordinance to which Seller is a party or by which it is bound or as to which any of its assets is subject.

(x) Seller has entered into no other agreements for the sale, lease, use, occupancy or mortgage of the Premises or any portion thereof which are in effect as of the date of execution and delivery of this Agreement, and from and after the date of execution and delivery of this Agreement Seller shall not enter into any other agreements for the sale, lease, use, occupancy or mortgage of the Premises, or any portion thereof.

(xi) Seller shall deliver the Premises to Purchaser vacant and free of any tenancies at Closing.

(b) Purchaser hereby represents that:

(i) Purchaser (or if Purchaser is not an individual, the person executing this Agreement on behalf of Purchaser), has the right, power and authority to enter into this Agreement and to fulfill its terms.

(ii) The execution, delivery and performance of this Agreement in accordance with its terms does not violate any contract, agreement, commitment, order, judgment, decree, law, regulation or ordinance to which Purchaser is a party or by which it is bound or as to which any of its assets is subject.

(iii) Purchaser has sufficient funds to consummate this transaction.

(c) Each party agrees to indemnify, defend and hold the other party harmless from and against any and all claims, losses, liabilities, damages, expenses and fees, including, without limitation, reasonable attorneys' fees, incurred by the indemnified

party as a result of the failure of the indemnifying party's representations, warranties and covenants set forth in this Agreement. This indemnification shall survive Closing.

6. **CLOSING.**

(a) The conveyance of title (hereinbefore and hereinafter "Closing") shall take place at the office of Purchaser's attorney or at such other location upon which the parties might agree, on or about 15 days after the satisfaction of the Feasibility Period, or such earlier date as the parties hereto might agree (or if not a business day, the next business day thereafter) (the "Closing Date").

(b) At Closing, the following shall be executed and/or delivered:

(i) By Seller:

(A) The Deed (as hereinafter described in subparagraph (c));

(B) Seller's affidavit of title, the form and substance of which shall be subject to the reasonable approval of the Title Company and Purchaser's attorney;

(C) A certification of non-foreign status in accordance with Internal Revenue Code Section 1445, as amended;

(D) Such documents required to be provided to Purchaser pursuant to this Agreement, to the extent not already provided to Purchaser; and

(E) Other instruments as may reasonably be required by Purchaser's counsel or the Title Company to effectuate this transaction.

(ii) By Purchaser:

(A) The balance of the Purchase Price; and

(B) Such other instruments as may reasonably be required by Seller's counsel to effectuate this transaction.

(c) The deed ("Deed") to be delivered at Closing shall be a bargain and sale, with covenants against grantor's acts, in proper form for recording. The realty transfer fee, if any, shall be paid by Seller.

7. CLOSING ADJUSTMENTS.

At the Closing, the parties shall adjust utility charges, real estate taxes, and other similar expenses customarily adjusted in transactions of this nature.

8. INSPECTIONS/DUE DILIGENCE.

(a) From the date of execution and delivery of this Agreement, for ONE HUNDRED TWENTY (120) days, (the "Feasibility Period"), Purchaser shall have the right to conduct such investigations and inspections as Purchaser deems necessary to determine, in Purchaser's sole and absolute discretion, the suitability and availability of the Premises for Purchaser's intended use. If Purchaser determines during the Feasibility Period that the Premises are not suitable for its use, Purchaser shall give Seller written notice to that effect after the expiration of the Feasibility Period. If such notice is given, this Agreement shall automatically terminate, and there shall be no further obligations hereunder, except that Escrow Agent shall return the Deposit to Purchaser.

(b) (i) During the Feasibility Period Purchaser, and Purchaser's employees, agents, representatives and contractors, shall have the right to enter upon the Premises for purposes of making such surveys and inspections as Purchaser deems necessary.

(ii) All entry onto the Premises shall be at the sole risk and expense of Purchaser, its employees, agents, representatives and contractors.

(iii) Purchaser shall indemnify, defend and hold harmless Seller from and against any and all claims for loss or damage to persons or property arising out of or connected with Purchaser's, or its agents or employees, entry onto the Premises in connection with Purchaser's inspection rights in this Paragraph 8.

(c) Within seven (7) days of the full execution of this Agreement, Sellers shall use best efforts to provide Purchaser's counsel with copies of their title insurance policy, deed, and survey.

9. **ASSESSMENTS.** If, prior to Closing, the Premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments of which the first installment is then a charge or lien, or has been paid, or for which construction has already commenced, then for the purposes of this Agreement all of the unpaid amounts or installments of any such assessment which apply to the period of time prior to closing only, shall be deemed to be due and payable and to be liens upon the Premises affected hereby and shall be paid and discharged by Seller upon delivery of the Deed. If the amount of the assessment has not been fixed as of the Closing, Purchaser shall be given a Closing credit in an estimated amount to be reasonably determined by the parties, and after the Closing the parties agree to adjust the credited amount once the amount of the assessment has been fixed. This provision shall survive the Closing.

10. **RISK OF LOSS; CONDEMNATION.**

(a) The risk of loss or damage to the Premises shall remain with Seller until Closing except as same may be due to Purchaser or its employees, agents or representatives in the course of the inspections at the Premises.

(b) If prior to Closing, all or any portion of the Premises shall be condemned or taken as the result of the exercise of the power of eminent domain, then, in that event, Purchaser may elect either (i) to proceed with this transaction, in which event all awards payable to Seller on account of the taking shall be paid to Purchaser; or (ii) to terminate this Agreement, in which event this Agreement shall be deemed terminated without further liability on the part of either party, except that Escrow Agent shall return the Deposit to Purchaser.

11. NOTICES. All communications under this Agreement shall be in writing, and shall be deemed to be sufficiently given when mailed by certified mail, return receipt requested, and regular mail, or by an overnight courier delivery services that provides proof of delivery. Any notice given hereunder shall be deemed delivered upon receipt. Furthermore, personal delivery of written notices is acceptable; in which event notice shall be deemed effective upon such delivery. Email and Fax delivery of written notices is also acceptable and shall be deemed effective upon receipt when transmitted and received Monday through Friday, excluding holidays, and between the hours of 9:00 a.m. and 4:30 p.m. All notices shall be sent to the following addresses:

If to Purchaser:

Richard Mongelli, Esq.
441 Main St.
Metuchen, NJ 08840
732-549-9800
email: rich@mongellilaw.com

If to Seller:

Allen Gorski, Esq.
311 Whitehorse Avenue, Suite A
Hamilton, New Jersey 08610
609-964-4000
email: agorski@gorskiknowlton.com

12. **BROKER.** (a) Each party represents and warrants to the other party that it dealt with no broker or other person entitled to claim fees for such services in connection with the negotiation, execution and delivery of this Agreement, other than Century 21 Abrams Hutchinson & Associates. Each party agrees to defend, indemnify and hold the other party harmless from and against any and all claims for finders' fees or brokerage or other commission which may at any time be asserted against the indemnified party founded upon a claim that the substance of the aforesaid representation of the indemnifying party is untrue, together with any and all losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) relating to such claims or arising therefrom or incurred by the indemnified party in connection with the enforcement of this indemnification provision.

(b) The parties shall pay to the broker named above a commission based on a separate listing agreement; provided, that said commission shall be due and payable only if the closing of this transaction occurs and Seller receives the Purchase Price. Seller and Purchaser hereby authorize the closing attorney to pay said commission directly to the brokers at the Closing from the Seller's proceeds subject to Retention of the broker and United States Bankruptcy Court approval.

13. **DEFAULT.** In the event either party fails to comply with any of

their obligations under this Agreement then the aggrieved party shall send written notice to the party in default, which notice shall specify the event of default. Thereafter, the party in default shall have ten (10) days to cure the default. Failure to cure same and within the said ten day period shall give the aggrieved party the right to declare a default under this Agreement and the parties shall have the right to pursue all remedies available at law or in equity

14. MISCELLANEOUS.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey. If any provision hereof shall be found unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions hereof are intended to be and shall be severable.

(b) This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective heirs, successors, legal representatives and assigns.

(c) This Agreement may be executed in one or more counterparts each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument.

(d) Each party agrees that, at any time or from time to time, upon written request of the other party, it will execute and deliver all such further documents and do all such other acts and things as may be reasonably required to confirm or consummate the within transaction. This shall survive Closing.

(e) The captions preceding the Paragraphs of this Agreement are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

(f) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. No variations or modifications of or amendments to the terms of this Agreement shall be binding unless reduced to writing and signed by the parties hereto.

(g) Seller shall comply with state and local requirements with respect to the sale of commercial properties and provide such approvals and certificates required prior to Closing.

(h) **THE OBLIGATION OF EITHER PARTY TO CLOSE THIS TRANSACTION IS SUBJECT TO AND CONTINGENT UPON THE US BANKRUPTCY COURT APPROVING THIS SALE ON THE TERMS AND CONDITIONS SET FORTH HEREIN. The seller shall promptly move to obtain Bankruptcy Court approval of this contract at Seller's sole cost and expense, however buyer shall obtain the Title work and Judgment searches at Purchaser's cost and expense.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

FIRST PENTECOSTAL PRAYER FAITH
CHURCH, INC.

By: Arthur C Naylor
Reverend Arthur Naylor

FPPFC ACQUISITION, LLC
(Purchaser)

By:

EXHIBIT B



ZONING PERMIT APPLICATION

Property Owner Information

Name First Pentecostal Prayer Faith Church
 Address 638 Brunswick Pike
 City Lambertville
 State NJ Zip 08530
 Phone 609-964-4000 Fax _____
 Email agorski@gorskknawton.com

Contractor Information

Name Not applicable
 Address _____
 City _____
 State _____ Zip _____
 Phone _____ Fax _____
 Email _____

Property Information

Block: 16 Lot: 17.02 Address: 638 Brunswick Pike Zone: NC ^(SPRD) Property Size (AC/SF) 16.12 ^(5.00)

Existing Use: (residential home, undeveloped lot, commercial building, etc.) Church

Clothing Bin Application Only (no further information is required)

Proposed Project: (describe) Rago Arts and Auction Center is prospective purchaser and sole occupant. IF approved, applicant would relocate Lambertville business to this location.

Proposed Building Setbacks: Front Yard 132' Existing building Rear Yard 568'
 Side Yard (left) 568' Side Yard (right) 100' Height 2 Stories

Have there been any "Variances" or "Site Plans" approved for this lot? Site Plan If "Yes", please explain: Approved when church moved in in 2010

Total Project Cost: \$ _____ Wetland: Yes No ^{on 5.00 acres in SPRD zone} Flood Zone: Yes No

I hereby certify that all information is true and accurate. Atth C Nayer
 *Owner's Signature (Required)

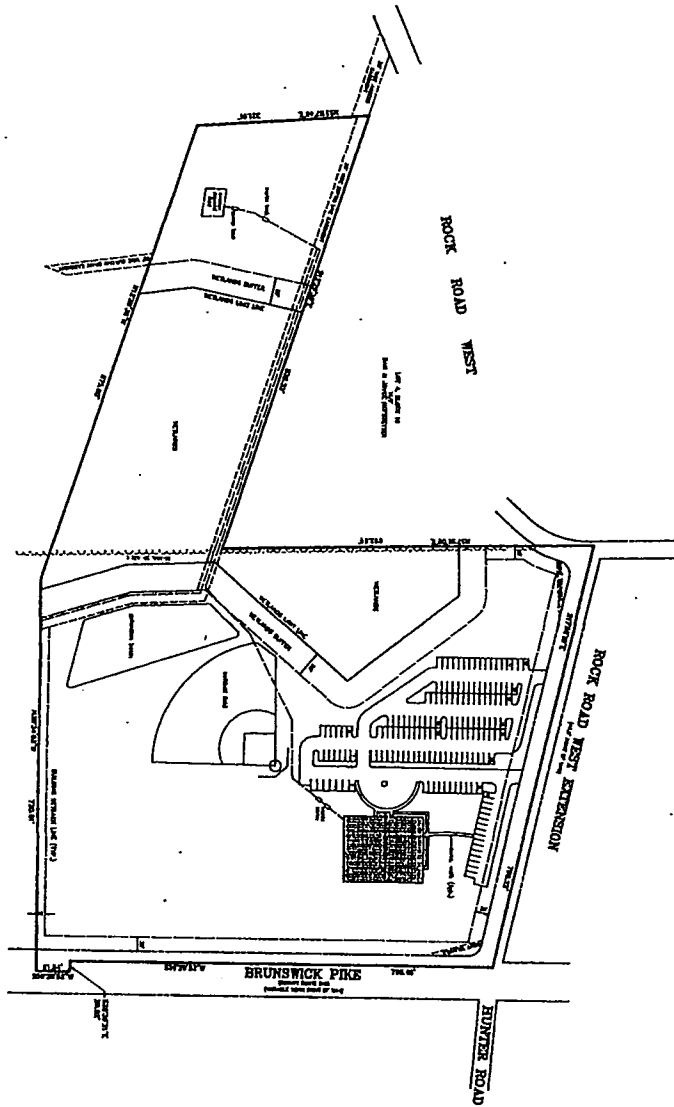
Official Use Only

Date Application Received: _____ Fee: \$ _____ Check #/Cash: _____

() Zoning Approved () Zoning Denied; Reason (s): _____

Christopher A. Rose, Zoning Official _____ Date: _____

*The approval of this permit does not relieve the applicant of the responsibility for obtaining other required permits.



NO.	DATE	DESCRIPTION

SITEMARKS
CONSULTANTS

JAMES O'NEILL
ARCHITECT

638 BRUNSWICK PIKE
WEST AMBELL TOWNSHIP
HUNTERDON COUNTY, NEW JERSEY

DATE: 1/23/2016
SCALE: 1" = 100'
PROJECT NO: 201118
SHEET NO: 018

ZONING DATA:
Zoned districts: R-1, R-2, R-3, R-4, R-5, R-6, R-7, R-8, R-9, R-10, R-11, R-12, R-13, R-14, R-15, R-16, R-17, R-18, R-19, R-20, R-21, R-22, R-23, R-24, R-25, R-26, R-27, R-28, R-29, R-30, R-31, R-32, R-33, R-34, R-35, R-36, R-37, R-38, R-39, R-40, R-41, R-42, R-43, R-44, R-45, R-46, R-47, R-48, R-49, R-50, R-51, R-52, R-53, R-54, R-55, R-56, R-57, R-58, R-59, R-60, R-61, R-62, R-63, R-64, R-65, R-66, R-67, R-68, R-69, R-70, R-71, R-72, R-73, R-74, R-75, R-76, R-77, R-78, R-79, R-80, R-81, R-82, R-83, R-84, R-85, R-86, R-87, R-88, R-89, R-90, R-91, R-92, R-93, R-94, R-95, R-96, R-97, R-98, R-99, R-100

NOTES:
1. All dimensions are in feet and fractions of feet.
2. All dimensions are to the center of the line unless otherwise noted.
3. All dimensions are to the center of the line unless otherwise noted.
4. All dimensions are to the center of the line unless otherwise noted.
5. All dimensions are to the center of the line unless otherwise noted.

Exhibit C

AM 2017.637.pdf

Sign In

PREPARED BY: SMI
RECORDING REQUESTED BY
(AFTER RECORDING RETURN TO:

Stewart Mortgage Information
Attn. Sherry Dozs
P.O. Box 540817
Houston, Texas 77254-0817
Tel. (800) 785-5263



Instr# 8507383 Doc#
Recorded/Filed LB Hunterdon
07/27/2004 12:11 Bk 2017 Pg 6

Pool: 0
Loan Number: 3180206

176_2401

38

(Space Above this Line For Recorder's Use Only)

ASSIGNMENT of MORTGAGE

STATE OF NEW JERSEY
COUNTY OF HUNTERDON

KNOW ALL MEN BY THESE

That ASSEMBLIES OF GOD FINANCIAL SERVICES GROUP ("Assignor"), acting herein by and through its authorized officer, the owner and holder of one certain promissory note executed by LAMBERTVILLE ASSEMBLY OF GOD INC ("Borrower(s)") secured by a Mortgage of even date therewith executed for the benefit of the holder of the said note, which was recorded on the lot(s), or parcel(s) of land therein situated in the County of Hunterdon, State of New Jersey;

Recording Ref: Recorded on 11/13/2002, Book 2300, Page No. 636

Property Address: 638 BRUNSWICK PIKE
LAMBERTVILLE NJ 08632

For and in consideration of the sum of Ten and No/100 dollars (\$10.00), and other good valuable consideration paid, the receipt of which is hereby acknowledged, does hereby transfer and assign, deliver unto EMPIRE BANK (Assignee) all beneficial interest in and to title to said Mortgage, together with all other liens against said property securing the payment thereof, and all title held by the Assignor and to said land.

TO HAVE AND TO HOLD unto said Assignee said above described Mortgage and note, together with all singular the liens, rights, equities, title and estate in said real estate therein described securing the payment thereof, or otherwise.

Executed this the 7th day of July A.D. 2004.

ASSEMBLIES OF GOD FINANCIAL SERVICES GROUP

By: [Signature]
Kurt G. Forsley
Senior Vice President
Attest: [Signature]

THE STATE OF MISSOURI
COUNTY OF GREENE

On this the 7th day of July A.D. 2004, before me, a Notary Public, appeared [Signature] Tri L. Esen that [Signature] Kurt G. Forsley to me personally known, who being by me duly sworn, did say that (s) he was signed on behalf of said corporation by authority of its Board of Directors, and said Kurt G. Forsley acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written.

[Signature]
Shayla Sleeth

Assignee's Address:
1800 SOUTH GLENSTONE
SPRINGFIELD, MO 65806

Assignor's Address:
1141 N. Brunswick Ave
Springfield, Mo. 65802

SHAYLA SLEETH
Notary Public - Notary Seal



20061227000128450 1/4
12/27/2006 03:38:34 PM DM
Bk: 2053 Pg: 496
Dorothy K. Tiffock
Hunterdon County Clerk

RETURN TO:
Assemblies of God Financial
Legal & Fiduciary Services
1661 N. Boonville Ave., Ste. 1
Springfield, MO 65803

RELEASE OF ASSIGNMENT OF NOTE AND DEED OF TRUST

Loan No.: 3180206

This Deed of Release Witnesseth, That:

Empire Bank (**Grantor**) whose address is: 1800 S Glenstone Ave Springfield MO 65804, a corporation organized and existing under the laws of the State of Missouri, and having its principal place of business in Greene County, Missouri, owner and holder of the note evidencing the debt secured by Deed of Trust executed by Lambertville Assembly of God, Inc. (**Grantee**) whose address is: 638 Brunswick Pike, Lambertville, NJ 08532 dated **October 29, 2002**, and recorded on **November 13, 2002**, in the office of the Recorder of Deeds for Hunterdon County, New Jersey in Book **2300** at Page **636** under an Assignment of said note and Deed of Trust to secure a debt from Assemblies of God Financial Services Group to Empire Bank, dated **July 7, 2004** and recorded on **July 27, 2004**, in the office of the Recorder of Deeds for Hunterdon County, New Jersey in Book **2017** at Page **637** which Deed of Trust covers the following described real estate:

See Exhibit 'A'

Property Address: 638 Brunswick Pike, Lambertville, NJ 08532

In consideration of the FULL payment of said debt, Empire Bank does hereby acknowledge satisfaction of said debt and releases the assignment of the note and Deed of Trust described above. This release is of said Assignment only and does not purport to affect the underlying note and Deed of Trust described above.

Disc 2053 - 496

Rec. 12/27/06

COPIED FBI: SEE NOTE ON MB 2300-636

SCHEDULE "A"
(Description)

All the real property located in the Township of West Amwell, County of Hunterdon, State of New Jersey and being further described as follows:

All that certain tract or parcel of land lying, situate and being in the Township of West Amwell, County of Hunterdon and the State of New Jersey being more particularly described as follows,

Beginning at a rebar at the intersection of Hunter Road and Rock Road, said rebar marking the terminus of the fourth course of a deed from Bear Tavern Investment Company to Princeton Research Lands, Inc., dated August 6, 1985, recorded in the Hunterdon County Clerk's Office in Book 935, page 164 and running thence;

- (1) In or near the centerline of Hunter Road, being along the fourth course of said deed in a reverse direction, South 17 degrees 58 minutes 16 seconds East, a distance of 798.22 feet to a point in the northerly line of Brunswick Pike (County Route 518), being the terminus of the third course of said deed, thence
- (2) Along the northerly line of Brunswick Pike, being along the third course of said deed in a reverse direction, South 59 degrees 29 minutes 52 seconds West, a distance of 788.46 feet to a rebar marking the terminus of the second course of said deed, thence;
- (3) Along the second course of said deed in a reverse direction, South 28 degrees 36 minutes 21 seconds East, a distance of 20.02 feet to a point in the road, being the terminus of the first course of the previously mentioned deed, thence;
- (4) Along a portion of the first course of the same, in a reverse direction, South 59 degrees 29 minutes 52 seconds West, a distance of 61.54 feet to a point, thence;
- (5) By a new line, North 30 degrees, 34 minutes 03 seconds West, a distance of 720.01 feet to a point, thence;
- (6) By another new line, North 12 degrees 29 minutes 39 seconds West, a distance of 875.00 feet to a point, thence;
- (7) By another new line, North 55 degrees 07 minutes 49 seconds East, a distance of 321.91 feet to a point

in line of Block 16, Lot 4 lands now or formerly of Gail H. and Ann Priokett, said point also being in the sixth course of the previously mentioned deed; thence;

(8) Along lands of the same and a portion of the sixth course in a reverse direction, South 12 degrees 29 minutes 39 seconds East, a distance of 838.33 feet to a point being a common corner to Block 16, Lot 4 also being the terminus of the fifth course of said deed, thence;

(9) Still along lands of the same, being along the fifth course of said deed in a reverse direction, North 57 degrees 51 minutes 09 seconds East, a distance of 692.64 feet to the point and place of beginning.

Together with a twenty foot (20') wide Curtain Drain Easement on Lot 17.01, in Block 16, which easement will permit the installation, maintenance and repair of a curtain drain system associated with the on-site septic disposal system on Lot 17.02. This easement shall be non-exclusive, and any activity associated with Lot 17.01 which does not interfere with the curtain drain shall be permitted within the easement area.


Together with a thirty (30') wide access easement across Lot 17.01, in Block 16 from Rook Road to the Northerly line of Lot 17.02, in Block 16, for the benefit of and to permit access to said Lot 17.02 for the purpose of installing, inspecting, maintaining, and repairing any on-site septic disposal system which may be installed on Lot 17.02. This easement shall be non-exclusive, and any activity associated with Lot 17.01 which does not interfere with the purposes for which the easement has been granted and shall be permitted within the easement area.

NOTE FOR INFORMATION ONLY: Being know as Tax Lots 17.02 and 17.02x Block 16 on the Tax Rolls in the Township of West Amwell.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 20th day of November, 2006.

EMPIRE BANK

(Corporate Seal)

By:  Joseph W. McCarty, Jr., Executive Vice President

Attest:

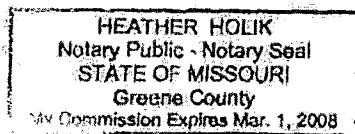

Mary Erickson, Corporate Secretary

STATE OF MISSOURI)
)ss.
COUNTY OF GREENE)

On this 20th day of November, 2006, before me appeared Joseph W. McCarty, Jr. to me personally known, who, being by me duly sworn did say that he is the Executive Vice President of Empire Bank, a corporation of the State of Missouri, and that the seal affixed to foregoing instrument, is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation, by authority of its Board of Directors and said he acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, the day and year first above written.

My term expires March 1, 2008




Notary Public
Heather Holik

20061227000128450 4/4
12/27/2006 03:36:34 PM DT
Recording Fee: \$70.00
Tax Fee: \$0.00
Consideration: \$0.00
Buyer's Fee: \$0.00
MSB1.1